ARTICLES OF ASSOCIATION

of

THE MANOR FIELDS ESTATE LIMITED

(Company number 01924651)

Incorporated on 21 June 1985

Articles adopted on 15 October 2016

Pemberton Greenish

45 Cadogan Gardens London SW3 2AQ
CH/ACM/19166.00001

ARTICLES OF ASSOCIATION

of

THE MANOR FIELDS ESTATE LIMITED

PRELIMINARY

INTERPRETATION

1. In these Articles, unless the context requires otherwise:

"the Act"	means the Companies Act 2006 and every statutory modification or re-enactment of it for the time being in force.
"Annual General Meeting"	shall have the meaning given in Article 29.
"Articles"	means the Company's articles of association.
"Bankruptcy"	means individual insolvency proceedings or bankruptcy including individual insolvency proceedings or bankruptcy in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of individual insolvency proceedings or bankruptcy and "Bankrupt" shall mean a person subject to such proceedings or bankruptcy.
"board"	means the board of directors of the Company from time to time.
"Chairman"	has the meaning given in Article 96.
"Chairman of the Meeting"	has the meaning given in Article 38.
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Act) in so far as they apply to the Company.
"Company"	means The Manor Fields Estate Limited (company number 01924651).
"Connected"	has the meaning given in section 252 of the Act.

"director"	means a director of the Company, and includes any person occupying the position of director, by whatever name called.
"Distribution Recipient"	has the meaning given in Article 136.
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form.
"electronic form"	has the meaning given in section 1168 of the Act.
"**Flat**"	means a flat situate in the Manor Fields Estate excluding Garages.
"Fully Paid"	means, in relation to a share, that the nominal value and any premium to be paid to the Company in respect of that share have been paid in full to the Company.
"Garage"	shall mean a garage on the Manor Fields Estate.
"Glenalmond House"	means the building currently known as Glenalmond House at the date of adoption of these Articles.
"hard copy form"	has the meaning given in section 1168 of the Act.
"holder"	in relation to a share means the person whose name is or persons whose names are entered in the register of members as the holder of the share.
"instrument"	means a document in hard copy form.
"**Leaseholder**"	means the person or persons to whom a Long Lease has been granted or assigned (and whenever two or more persons hold a Long Lease they shall for all purposes of these Articles be deemed to constitute one Leaseholder).
"**Long Lease**"	means a lease of (or including) a Flat held for a term of 999 years from 1 April 1984.
"Manor Fields Estate"	means the land and buildings referred to in Article 6.1.

"Myton House"	means the building and the land within its curtilage together known as Myton House as at the date of adoption of these Articles.
"North House"	means the building and the land within its curtilage together known as North House as at the date of adoption of these Articles.
"ordinary resolution"	has the meaning given in section 282 of the Act.
"paid"	means paid or credited as paid.
"participate"	in relation to a directors' meeting, has the meaning given in Article 93.
"Proxy Notice"	has the meaning give in Article 59.
"Scheme of Management"	means the Company's scheme of management approved by the Leasehold Valuation Tribunal by a decision dated 29 June 1998.
"shareholder"	means a person who is or the persons who are the holder(s) of a share.
"share"	means a share in the Company.
"Somerville House"	the building currently known as Somerville House at the date of adoption of these Articles.
"special resolution"	has the meaning given in section 283 of the Act.
"transmittee"	means a person entitled to a share by reason of the death or Bankruptcy of a shareholder or otherwise by operation of law.
"writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2. No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including the regulations in the Companies (Model Articles) Regulations 2008) shall apply as the articles of the Company.

3. The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.

4. In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

5. Unless the context otherwise requires, other words or expressions in these Articles bear the same meaning as in the Act as in force on the date these Articles become binding on the Company.

OBJECTS

6. The Company's objects are:

6.1 To hold the freehold title to the Manor Fields Estate, Putney, London, SW15 together with the blocks of flats, Garages, car spaces, common facilities, access ways, estate office, ancillary buildings and structures, wayleaves and electricity substation erected on it.

6.2 To grant leases of, and/or rights in connection with, Flats, Garages and car spaces on the Manor Fields Estate as may, and on such terms as, from time to time seem expedient and to vary, extend or grant any consent in connection with any such lease and/or rights on such terms as may seem expedient.

6.3 To manage and administer the Manor Fields Estate and to provide and manage facilities, amenities and events on it for leaseholders and residents.

6.4 To carry out such repairs, maintenance, renovation, decoration, construction, reconstruction, conversion, renewal or improvement to the Manor Fields Estate as the directors may consider necessary or desirable and to provide or procure the provision of such services as may be required or expedient.

6.5 To collect all rents, charges and other income and to pay any rates, taxes charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Manor Fields Estate or any part of it.

6.6 To insure the Manor Fields Estate or any other property of the Company or in which the Company has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which the directors may consider prudent or desirable to insure against and to provide directors and officers liability insurance for the officers of the Company.

6.7 To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the shareholders to contribute towards such reserves or funds at such time, in such amounts and in such manner as the Company may think fit and to hold such moneys not immediately required in such manner as may from time to time be determined.

7. The Company's further objects are:

7.1 To undertake and perform the office and duties of trustee, nominee or agent of or for any person, corporation, association or other body in connection with the objects of the Company set out in Article 6.

7.2 To purchase or sell, to take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any real or personal property, and such other rights and interest in property as the Company shall think fit for the purposes of or in connection with the objects of the Company set out in Article 6.

7.3 To borrow or raise or secure the payment of money for the purposes of or in connection with the objects of the Company set out in Article 6 and, in relation thereto, to mortgage or charge the undertaking and all or any of the real and personal property and assets, present or future, of the Company upon such terms as the directors may determine.

7.4 To lend or advance money and to give credit and to enter into guarantees or indemnities of any kind, whether secured or unsecured, and whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms as the directors may think fit in connection with the objects of the Company set out in Article 6.

7.5 To remunerate any person, firm or company for services rendered, or to be rendered, to, or in connection with, the objects of the Company set out in either or both of Article 6 and Article 7.

7.6 To do all such things as are necessary, incidental, conducive or desirable to the attainment of the objects set out in either or both of Article 6 and Article 7.

LIABILITY OF SHAREHOLDERS

8. The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

ALLOTMENT OF SHARES

9. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

10. The directors are authorised to exercise the power to allot shares and grant rights to subscribe for, or to convert any security into, any shares in the Company pursuant to section 550 of the Act. In accordance with section 567 of the Act, sections 561 and 562 of the Act shall not apply to the Company.

11. No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company for its issue. All sums payable to the Company in respect of the allotment of any share at nominal value shall be paid in full on or before the date of the allotment and no share shall be allotted other than as a Fully Paid share.

12. Except as required by law, no person is to be recognised by the Company as holding any share upon trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

QUALIFICATION FOR SHAREHOLDING

13. No share shall be allotted or transferred to a person other than a Leaseholder.

14. Every person who is or shall become entitled to become a shareholder of the Company by way of an allotment of a share shall deliver to the Company an application to subscribe for

that share in any usual form or any other form approved by the directors which has been executed on behalf of the applicant(s).

15. A share allotted to a Leaseholder (or transferred to a Leaseholder by a shareholder who subscribed to the memorandum of association of the Company) shall be deemed to be allocated to the Flat in respect of which the Leaseholder's Long Lease relates.

TRANSFER OF SHARES

16. Every person who is or shall become entitled to become a shareholder of the Company by way of a transfer of a share upon any change of Leaseholder shall deliver to the Company an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor(s). The transferor remains the holder of a share until the transferee's name is entered in the register of members as the holder of it. The Company may retain any instrument of transfer which is registered.

17. The Company shall be permitted to charge a fee for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

18. Each Leaseholder will retain any share allotted or transferred to him or her whilst he or she remains the Leaseholder of the Flat to which such share is allocated and, on ceasing to be the Leaseholder of such Flat, the Leaseholder shall transfer such share to the new Leaseholder. A share in the Company shall be transferred only upon or after a change in the ownership of the Long Lease of the Flat to which the share has been allocated.

19. If upon the change of ownership of a Long Lease of a Flat the holder of the share allocated to that Flat refuses, after being requested in writing so to do by an officer of the Company or neglects for a period of one month after the date of such change of ownership, to transfer such share in accordance with these Articles to the Leaseholder for the time being of that Flat, the directors may, by resolution of the board, appoint one or more of the directors to act as attorney for the holder of the share and to execute the transfer of such share for nominal value to the Leaseholder for the time being of such Flat. A transfer by such attorney shall be effective and the transferee or transferees shall be registered as the holder or holders of such share, and as against the former registered holder and all persons claiming through him or her, shall be absolutely entitled to the same. The Company may receive the purchase money on the transferor's behalf and give a good receipt for it.

20. The directors may refuse to register any transfer of a share only if the transfer is carried out other than in accordance with these Articles or the transferee does not pay any fee charged in accordance with Article 17. If the directors refuse to register the transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer is fraudulent.

MORTGAGEES IN POSSESSION, DEATH AND BANKRUPTCY

21. A mortgagee in possession shall be deemed a Leaseholder in respect of a Flat of which it has taken possession and shall be entitled to request the Company that it be registered as the holder of the share allocated to such Flat upon the production to the Company of an official copy of the Charges Register of Title to the said Flat showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken. On service of such a request, the Leaseholder of such Flat shall transfer the share allocated to that Flat to the mortgagee in possession.

22. If a shareholder dies or is adjudged Bankrupt, his legal personal representative(s) or the trustee in a Bankruptcy shall be entitled to be registered as a shareholder provided that he or they shall first become a Leaseholder.

TRANSMISSION OF SHARES

23. If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share. A transmittee who produces such evidence of entitlement to a share as the directors may properly require may, subject to the Articles, choose either to become the holder of the share or to have it transferred to another person and, subject to the Articles and pending any transfer of the share to another person, has the same rights as the holder had. But a transmittee does not have the right to attend or vote at a general meeting or agree to a proposed written resolution in respect of a share to which he or she is entitled by reason of the holder's death or Bankruptcy or otherwise unless he or she becomes the holder of the share(s).

24. Transmittees who wish to become the holders of share(s) to which they have become entitled must notify the Company in writing of that wish and evidence such entitlement and eligibility (being a Leaseholder) in a form satisfactory to the board. If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it. Any transfer made or executed under this Article is to be treated

as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share and as if the event which gave rise to the transmission had not occurred.

25. If a notice is given to a shareholder in respect of a share and a transmittee is entitled to the share, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

SHARE CERTIFICATES

26. The Company must issue each shareholder with one certificate for each share which that shareholder holds and no certificate may be issued in respect of more than one share. Every certificate must be executed in accordance with the Companies Acts and must specify:

26.1 the number of shares (which, in accordance with this Article 26, shall always be one);

26.2 the class of share;

26.3 the nominal value of the share;

26.4 that the share is Fully Paid;

26.5 any distinguishing number which may have been assigned to the share; and

26.6 the Flat to which the share is allocated.

27. If more than one person holds a share, only one certificate may be issued in respect of it. Delivery of a certificate to the person first named in the register of members shall be sufficient delivery to all joint holders.

28. If a certificate issued in respect of a shareholder's share is damaged or defaced or said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same share. A shareholder exercising the right to be issued with such a replacement certificate must, unless it has been lost, stolen or destroyed, return the certificate which is to be replaced to the Company and must comply with such conditions as to evidence, indemnity and the payment of a fee as the directors decide.

GENERAL MEETINGS

29. The board may, whenever it thinks fit, and shall on requisition in accordance with the Companies Acts, proceed to convene a general meeting at such times and places as the directors shall determine. A general meeting called an "Annual General Meeting" shall take place no later than 14 months after the immediately preceding Annual General Meeting.

NOTICE OF GENERAL MEETINGS

30. A general meeting shall be called by at least 21 clear days' notice (that is excluding the day on which it is served or deemed to be served and the day on which the meeting is to be held). Notice shall be given to all shareholders other than those who are not entitled to receive such notices from the Company. The Company may give such notice in accordance with Articles 142 to 153 (inclusive) or by any means permitted by the Companies Acts.

31. Every notice of a general meeting shall contain the information referred to in section 311 of the Act in respect of the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting and the information referred to in section 325(1) of the Act in relation to the right to appoint proxies.

32. The accidental failure to give notice of any general meeting or to send an instrument of proxy (where this is intended to be sent out with the notice) to, or the non-receipt of either by, any person entitled to receive the same shall not invalidate the proceedings of that meeting.

QUORUM AT GENERAL MEETINGS

33. No business other than the appointment of the Chairman of the Meeting is to be transacted at any general meeting unless a quorum of shareholders is present at the time when the meeting proceeds to business. Ten shareholders present in person or by proxy (and, for this purpose, each proxy shall count once in respect of each shareholder represented) or (in the case of a corporate shareholder) by a corporate representative shall be a quorum.

34. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

PROCEEDINGS AT GENERAL MEETINGS

35. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting during the meeting any information or opinions which that person has on the business of the meeting.

36. A person is able to exercise the right to vote at a general meeting when that person is able to vote during the meeting on resolutions put to the vote at the meeting and that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

37. The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

APPOINTMENT OF THE CHAIRMAN OF THE MEETING

38. If the directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so. If the directors have not appointed a Chairman or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the directors present or, if no directors are present, the meeting, must appoint a director or shareholder to chair the meeting. The appointment of the Chairman of the Meeting must be the first business of the meeting. The person chairing a meeting in accordance with this Article is referred to as "the Chairman of the Meeting".

39. Directors may attend and speak at general meetings. The Chairman of the Meeting may permit other persons who are not shareholders of the Company or otherwise entitled to exercise the rights of shareholders in relation to general meetings to attend and speak at a general meeting.

ADJOURNMENT OF GENERAL MEETINGS

40. The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment or it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

41. The Chairman of the Meeting must adjourn a general meeting if directed to do so by a simple majority of those shareholders present in person or by proxy at the meeting.

42. When adjourning a general meeting, the Chairman of the Meeting must either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors and have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given) to the same persons to whom notice of the Company's general meeting is required to be given and containing the same information which such notice is required to contain.

44. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place. If within half an hour from the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved.

VOTES

45. If two or more persons jointly hold a share, only the person first arriving at the meeting shall be entitled to vote in respect of that share.

46. A resolution put to the vote of a general meeting must be decided by a show of hands unless a poll is duly demanded in accordance with the Articles.

47. An ordinary resolution of the shareholders of the Company means a resolution that is passed by a simple majority. Subject to the Act, no resolution of the shareholders at a general meeting shall be passed as an ordinary resolution unless a majority of the votes which the shareholders present in person or by proxy or (in the case of a corporate shareholder) by a corporate representative are entitled to cast at the meeting at which the resolution is proposed shall be cast in its favour, whether on a show of hands or on a poll.

48. Anything that may be done by ordinary resolution may also be done by special resolution.

49. A special resolution of the shareholders of the Company means a resolution passed by a majority of not less than 75%. Subject to the Act, no resolution of the shareholders at a general meeting shall be passed as a special resolution unless a majority of not less than 75% of the votes which the shareholders present in person or by proxy or (in the case of a corporate shareholder) by a corporate representative are entitled to cast at the meeting at

which the resolution is proposed shall be cast in its favour, whether on a show of hands or on a poll.

50. Whether on a show of hands or on a poll, a shareholder shall be entitled to one vote per share. The Chairman of the Meeting shall not have a casting vote.

51. On a vote on a resolution at a meeting on a show of hands, a declaration by the Chairman of the Meeting that the resolution (i) has or has not been passed or (ii) passed with a particular majority, is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in the minutes of the meeting recorded in accordance with section 355 of the Act is also conclusive evidence of that fact without such proof. This Article does not have effect if a poll is demanded in respect of the resolution (and the demand is not subsequently withdrawn).

52. A shareholder whether in person or by proxy or (in the case of a corporate shareholder) by a corporate representative shall not be entitled to vote at any general meeting or on a written resolution:

52.1 immediately upon ceasing to be a Leaseholder; or

52.2 for so long as any money in respect of the service charge presently owing by the shareholder and demanded by the Company remains unpaid for a period of 21 days after the date fixed for payment.

53. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote in respect of which the qualification of the person is objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chairman of the Meeting, whose decision is final.

POLL VOTES

54. A poll on a resolution may be demanded (i) in advance of the general meeting where it is to be put to the vote or (ii) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

55. A poll may be demanded by (i) the Chairman of the Meeting or (ii) the directors or (iii) two or more persons having the right to vote on the resolution or (iv) a person or persons

representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

56. A demand for a poll may be withdrawn if the poll has not yet been taken and the Chairman of the Meeting consents to the withdrawal.

57. Polls must be taken immediately in such manner as the Chairman of the Meeting directs.

PROXIES

58. A shareholder may appoint another person to act as his proxy to exercise all or any of his rights to attend and to speak and to vote on a resolution or amendment to a resolution or on any other business arising at a meeting or meetings of the Company. Unless the contrary is stated in it, the appointment of a proxy shall be deemed to confer authority to exercise all such rights as the proxy thinks fit.

59. Proxies may be validly appointed only by a notice in writing (a "Proxy Notice") which:

59.1 relates to a single share;

59.2 states the name and address of the shareholder (or joint shareholders) appointing the proxy;

59.3 identifies the Flat to which the share is allocated in accordance with Article 15;

59.4 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

59.5 is signed or authenticated as provided in Article 60;

59.6 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which it relates.

60. A proxy notice may be signed or authenticated in the following ways:

60.1 if the shareholder is an individual, by the shareholder;

60.2 if the shareholder is a company incorporated in England and Wales, by a person who purports to be a director of the company;

60.3 if the shareholder is a company incorporated outside of England and Wales, by a person who purports to be an authorised officer of the company; or

60.4 in such manner as the board otherwise determines.

61. If a share is held by more than one person, the Proxy Notice must be signed or authenticated by at least one of the shareholders. If more than one Proxy Notice is received by the Company in respect of a jointly held share, the Proxy Notice first received by the Company shall be valid to the exclusion of the Proxy Notice(s) received later unless the later Proxy Notice(s) is or are also signed by the person(s) who signed or authenticated the earlier Proxy Notice.

62. If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

63. The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

64. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

65. Unless a Proxy Notice indicates otherwise, it must be treated as:

65.1 allowing the person appointed under it as a proxy discretion as to how to vote on any resolution or any ancillary or procedural resolutions put to the meeting; and

65.2 appointing that person as a proxy in relation to any adjournment of the meeting to which it relates as well as the meeting itself.

66. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a meeting remains so entitled in respect of that meeting or any adjournment of it, in place of a proxy, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

67. An appointment under a Proxy Notice may be revoked by:

67.1 delivering to the Company a notice in writing before the time for holding the meeting or adjourned meeting; or

67.2 attending the relevant meeting or adjourned meeting in person and notifying the Chairman of the Meeting (or the person appointed by the Chairman of the Meeting for this purpose)

before the meeting is declared open that the authority of the person appointed as proxy has been terminated.

68. A notice given under Article 67 must be signed or authenticated as set out in Article 60.

69. In the case of joint holders of a share:

69.1 the authority of a person appointed to act as a proxy can be revoked by delivering notice in accordance with Article 67.1 provided such notice is signed or authenticated by the shareholder(s) who signed the Proxy Notice; and

69.2 the authority of a person appointed to act as a proxy can be revoked in accordance with Article 67.2 by any of the joint shareholders attending the relevant meeting or adjourned meeting irrespective of which shareholder(s) signed the Proxy Notice.

AMENDMENTS TO PROPOSED RESOLUTIONS

70. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if a notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine) and the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

71. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed and the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

72. If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is or is not out of order, the Chairman of the Meeting's error does not invalidate the vote on that resolution.

MATTERS REQUIRING SHAREHOLDERS' CONSENT

73. **Rights of way:** Subject to Article 74, the Company shall not, without the prior approval of the shareholders by way of ordinary resolution, create, by way of an express grant, exception or reservation of a legal or equitable easement, any right of way over the roads on the Manor

Fields Estate for the benefit of land which is not part of the Manor Fields Estate at, or immediately before, the time of the grant, exception or reservation.

74. The approval of the shareholders shall not be required for the creation of any right of way:

74.1 for the benefit of North House (or any part of it) or Myton House (or any part of it); or

74.2 which may be required (or be capable of being required) pursuant to, or in connection with, any legislation.

75. **Transfer of freehold title**: Subject to Article 76, the Company shall not, without the prior approval of the shareholders by way of an ordinary resolution, transfer the whole or any part of the freehold title of the Manor Fields Estate.

76. The approval of the shareholders shall not be required for any transfer:

76.1 made pursuant to, or in connection with, any statutory right to enfranchise; or

76.2 made pursuant to, or in connection with, the Scheme of Management; or

76.3 which may be required (or be capable of being required) pursuant to, or in connection with, any legislation.

77. **Development**: Subject to Article 78, the Company shall not, without the prior approval of the shareholders by way of an ordinary resolution:

77.1 build, or permit the building of (including permit by way of the grant of a lease), any new building on the Manor Fields Estate; or

77.2 extend, or permit the extension of (including permit by way of the grant of a lease) any existing building on the Manor Fields Estate.

78. The approval of the shareholders shall not be required:

78.1 to rebuild (whether in whole or in part) any building or any part of any building; or

78.2 to build, or permit the building of, (including permit by way of the grant of a lease), any new building on the Manor Fields Estate or to extend, or permit the extension of, (including permit by way of the grant of a lease), any existing building on the Manor Fields Estate which

may, in any case, be required (or be capable of being required) pursuant to, or in connection with, any legislation.

79. **Change of use**: Subject to Articles 80 and 81, the Company shall not, without the prior approval of the shareholders by way of an ordinary resolution, use, nor permit to be used (including permit by way of the grant of a lease), any building, or any part of a building, on the Manor Fields Estate for any purpose other than:

79.1 as or in connection with the use as an estate office, village hall, staff room, estate workshop, lavatories, garden shed, greenhouse, electricity substation, storage, the parking of vehicles, the keeping of bicycles (or other non-motorised cycles or vehicles), bee-keeping;

79.2 for company administrative or management purposes or for the provision and management of facilities, amenities or events for leaseholders and residents; or

79.3 which may be required (or be capable of being required) pursuant to, or in connection with, any legislation.

80. Except as stated in Article 81, Article 79 does not apply to any building, or part of any building, which includes a Flat or which is let as a Garage.

81. The exception in Article 80 does not apply to the following:

81.1 the cycle store rooms in Glenalmond House and the basement store rooms in Somerville House;

81.2 any Flat the freehold of which is owned by the Company free of any lease and which the Company does not:

81.2.1 re-let or intend to re-let for residential use, or

81.2.2 use or intend to use as a staff flat; and

81.3 any Garage the freehold of which is owned by the Company free of any lease and which the Company does not:

81.3.1 re-let or intend to re-let as a Garage, or

81.3.2 use or intend to use as a staff Garage.

DIRECTORS' POWERS AND RESPONSIBILITIES

82. Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

83. Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles to such person or committee by such means (including by power of attorney) to such an extent in relation to such matters and on such terms and conditions as they think fit. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person or committee to whom they are delegated. The directors may revoke any delegation in whole or part, or alter its terms and conditions.

84. Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors. The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS AND RECORDS OF DECISIONS MADE

85. Any decision of the directors must be either (i) a majority decision at a meeting or (ii) a decision taken in accordance with Article 86.

86. A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter. Such a decision may take the form of a resolution in writing, copies of which have been signed by each such eligible director or to which each such eligible director has otherwise indicated agreement in writing. The directors may sign one or more copies of the resolution. References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting. A decision may not be taken in accordance with this Article if the number of eligible directors deciding on the matter would not have formed a quorum at such a meeting.

87. A director shall not be entitled to vote at a meeting of the directors or a meeting of a committee of the directors or sign a written resolution so long as any money in respect of the service charge presently owing by him or her (or where he or she is a director or

secretary of a corporate shareholder owing by such corporate shareholder) and demanded by the Company remains unpaid for a period of 21 days after the date fixed for payment.

88. Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

89. The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date the decision is recorded, of every decision taken by the directors.

CALLING A MEETING OF THE DIRECTORS

90. Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice. Notice of any directors' meeting must indicate its proposed date and time, where it is to take place and, if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting. Notice of a directors' meeting must be given to each director, but need not be in writing.

91. Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it. Accordingly, a director may waive notice of any meeting either retrospectively or prospectively.

92. Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to the director personally or by word of mouth or sent in writing to him or her (by electronic communication or otherwise) at the director's last known address or any other email address or postal address given by the director to the Company for this purpose or by any other means authorised in writing by the director concerned.

PARTICIPATING IN A MEETING OF THE DIRECTORS

93. Subject to the Articles, directors participate in a directors' meeting or a committee meeting, or part of a directors' meeting or committee meeting, when the meeting has been called and takes place in accordance with the Articles and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting. Accordingly, they may participate by means of a conference telephone or any

communication equipment which allows all persons participating in the meeting to hear each other. It is irrelevant where any director is or how they communicate with each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to speak, vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman then is.

QUORUM FOR A MEETING OF THE DIRECTORS

94. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting. The quorum for directors' meetings shall be:

94.1 two, where the number of appointed directors is three;

94.2 three, where the number of appointed directors is four or five;

94.3 four, where the number of appointed directors is six, seven or eight; and

94.4 five, where the number of appointed directors is nine.

95. If the total number of directors for the time being is less than the minimum required, the directors must not take any decision other than a decision to appoint further directors or to call a general meeting so as to enable the shareholders to appoint further directors.

CHAIRMAN

96. The directors may appoint a director to chair their meetings. The person so appointed for the time being is known as the "Chairman". The directors may terminate the Chairman's appointment at any time. If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

97. The Chairman or other director chairing the meeting shall not have a casting vote.

NUMBER OF DIRECTORS

98. The number of directors shall not be more than nine and shall not be less than three.

ELIGIBILITY FOR DIRECTORSHIP

99. A person will be eligible to be a director if he or she satisfies all of the following requirements:

99.1 is a Leaseholder (or, in the case of a corporate Leaseholder, is a director or secretary of that body corporate);

99.2 is an individual;

99.3 is a shareholder or joint shareholder (or, in the case of a corporate shareholder, is a director or secretary of that body corporate);

99.4 is a minimum of 18 years of age;

99.5 is ordinarily resident in a Flat (and for the purpose of determining whether an individual is ordinarily resident in a Flat, the decision of the board shall be final);

99.6 has confirmed in writing to the board that he or she has read and understood:

99.6.1 the standard form of lease of Flats (and Garages) granted by the Company;

99.6.2 the trust deed pursuant to which the service charge reserve funds of the Company are held;

99.6.3 the Articles;

99.6.4 the most recent statutory accounts of the Company;

99.6.5 the general duties of directors imposed by sections 170 to 177 (inclusive) of the Act;

99.6.6 any governance papers as specified by the board from time to time; and

99.7 has confirmed in writing to the board that he or she agrees to participate in such directors' training as may be specified by the board from time to time.

APPOINTMENT OF DIRECTORS

100. Any person who is willing to act as a director and who meets the eligibility criteria set out in Article 99, and is permitted by law to do so, may be appointed to be a director:

100.1 subject to Article 101, by ordinary resolution at an Annual General Meeting; or

100.2 by ordinary resolution at any other general meeting; or

100.3 by a decision of the directors and such an appointment shall be notified to the shareholders within 15 working days after the appointment.

101. No person may be appointed as a director by ordinary resolution at an Annual General Meeting unless he or she:

101.1 is a director who retires as a director pursuant to Article 109;

101.2 is a director who retires as a director pursuant to Article 110; or

101.3 has otherwise given written notice to the Company of his or her intention to seek appointment as a director.

102. No person may be appointed as a director unless he or she has given notice in writing to the Company of his or her intention to seek appointment:

102.1 in accordance with Article 101.3, no earlier than eight months after, but no later than ten months after, the immediately preceding Annual General Meeting; or

102.2 in all other cases, not less than 28 clear days before the meeting at which he or she intends to seek appointment (or such lesser period as the board may agree).

103. Any notice given to the Company under Article 102 will be valid only if it includes the following information:

103.1 his or her title, full name, previous names (if applicable), residential address, address for service (if applicable), nationality, date of birth and occupation;

103.2 a signed statement by the person seeking appointment that he or she meets the eligibility criteria in Article 99;

103.3 confirmation that he or she consents to being appointed to the office of director of the Company; and

103.4 any other information requested by the board of directors.

104. No person can be appointed or reappointed as a director if as a result of that appointment or reappointment the number of directors would exceed the maximum permitted by the Articles.

105. If at any general meeting more people are seeking appointment or reappointment than there are vacancies on the board then those persons seeking appointment or reappointment who obtain the most votes shall be appointed or reappointed but, if the votes are equal, the person(s) appointed or reappointed shall be determined by lot, provided in each case that the votes cast are sufficient for an ordinary resolution to pass.

106. The appointment or reappointment of each director must be the subject of a separate vote.

107. Directors appointed (or reappointed) at a general meeting of the Company shall take office at the conclusion of that meeting.

108. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

RETIREMENT AND REMOVAL OF DIRECTORS

109. A director who is appointed as a director by a decision of the board holds office only until the next Annual General Meeting of the Company and shall retire at the end of that meeting. Such a director may offer him or herself for reappointment to the board by ordinary resolution at that Annual General Meeting.

110. At each Annual General Meeting of the Company one third of the relevant directors shall retire with effect from the end of the meeting. Such a director may offer him or herself for reappointment to the board by ordinary resolution at that Annual General Meeting.

111. The relevant directors are all directors who hold office at the start of the Annual General Meeting other than:

111.1 any director who was appointed by the directors and retires at that Annual General Meeting in accordance with Article 109; and

111.2 any director who has given notice to the Company pursuant to Article 114.6 that he or she resigns the office of director with effect from the end of that Annual General Meeting.

112. If the number of relevant directors is not three or a multiple of three, the number nearest to one third shall retire. If there is only one relevant director, he or she shall retire.

113. The relevant directors who shall retire pursuant to Article 110 shall be those who have been longest in office since their last appointment or reappointment. As between any such directors who were last appointed or reappointed on the same day, those who retire shall (if necessary) be determined by agreement between themselves or, in default of agreement, by lot.

114. A person ceases to be a director as soon as:

114.1 that person ceases to meet the eligibility requirements set out in Articles 99.1, 99.3 or 99.5;

114.2 that person ceases to be a director by virtue of any provisions of the Act or is prohibited from being a director by law;

114.3 a Bankruptcy order is made against that person;

114.4 a composition is made with that person's creditors generally in satisfaction of that person's debt;

114.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

114.6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

115. The board may remove any director with immediate effect before the expiration of his or her period of office if a director is absent without permission of the board from four or more consecutive meetings of directors.

DIRECTORS' REMUNERATION AND EXPENSES

116. Subject to the Articles, directors may undertake any services for the Company that the board may decide. Directors are entitled to such remuneration and benefits as the Company may, by ordinary resolution, determine for their services to the Company as directors and for any other service which they undertake for the Company.

117. The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at meetings of directors or committees of directors or general meetings of the Company or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

DIRECTORS' INTERESTS

118. Unless the Articles otherwise provide, if a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is in any way, directly or indirectly, interested, that director is not to be counted as participating in the decision-making process. A director shall also be considered "interested" where:

118.1 a person Connected with the director;

118.2 another company or entity which a director controls for the purpose of section 255 of the Act or with which the director is connected for the purpose of section 254 of the Act; or

118.3 another company or entity of which a director (or a person Connected with him or her) is also a director,

is interested in an actual or proposed transaction with the Company.

119. If Article 120 applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process.

120. This Article 120 applies when:

120.1 the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;

120.2 except in the circumstances described in Articles 121.4.1 to 121.4.8, the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

120.3 the director's conflict of interest arises from a permitted cause.

121. For the purposes of Article 120.3, the following are permitted causes:

121.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company;

121.2 a subscription, or an agreement to subscribe, for shares or other securities of the Company or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities;

121.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company; and

121.4 arrangements or transactions relating to (or connected with) the Manor Fields Estate **except**:

121.4.1 the grant of an extension to a lease of a Flat (or of a Flat and Garage) by the Company to the director;

121.4.2 the acquisition of a lease of a Garage by the Company from the director;

121.4.3 the grant of a lease of a Garage for a term of more than 12 months by the Company to the director;

121.4.4 the assignment of a lease of a Garage by the Company to the director;

121.4.5 any consent from the Company, in its capacity as lessor (or superior lessor), which is required by the director in his or her capacity as leaseholder and/or occupier of a Flat (and/or a Garage);

121.4.6 any consent from the Company, in its capacity as lessor (or superior lessor), for carrying out works or alterations or in relation to flooring which is required by a leaseholder and/or occupier of a Flat which is immediately above, below or

adjacent to (whether or not on the same staircase) a Flat occupied by a director or a Flat in respect of which a director has a lease;

121.4.7 the enforcement by the Company, in its capacity as lessor (or superior lessor), of any obligation, covenant or condition in a lease of a Flat and/or Garage (or in a consent given pursuant to such lease) against the director; or

121.4.8 the enforcement by the Company, in its capacity as lessor (or superior lessor), of any obligation, covenant or condition in a lease of a Flat or a Garage (or in a consent given pursuant to such lease) against a leaseholder of a Flat and/or Garage where the breach of the obligation, covenant or condition affects a Flat (or Garage) occupied by a director or a Flat (or Garage) in respect of which a director has a lease.

122. For the purposes of Articles 118 to 126 (inclusive), references to "participating in the proposed decisions and decision-making process" or "participating in the meeting" includes counting in the quorum and voting at any directors' meeting or part of a directors' meeting.

123. Subject to Article 124, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive.

124. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting).

125. The directors may in accordance with the provisions of section 175(4)(b) of the Act authorise any matter or situation proposed to them by any director which, if not authorised, involves a director breaching his duty under section 175 of the Act to avoid conflicts of interest, provided that any requirement as to the quorum or majority of votes is met without counting the interested director.

126. Notwithstanding Articles 118 to 126 (inclusive) above, a director shall always be considered interested in a proposed decision of the directors and shall not be counted as participating in the decision-making process where a proposed decision of the directors is concerned with

an actual or proposed transaction or arrangement between the Company and a local authority where a director (or person Connected with him or her) is an employee, member or officer of such local authority.

INDEMNITY AND INSURANCE

127. Subject to Article 128, a relevant director of the Company may be indemnified out of the Company's assets against:

127.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;

127.2 any liability incurred by that director in connection with the activities of the Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);

127.3 any other liability incurred by that director as an officer of the Company.

128. Article 127 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provisions of law.

129. The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss. In this Article a "relevant director" means any director or former director of the Company and a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, or any pension fund or employees' share scheme of the Company.

DIVIDENDS AND OTHER DISTRIBUTIONS – PROCEDURE FOR DECLARING DIVIDENDS

130. The Company may by ordinary resolution declare dividends and the directors may decide to pay interim dividends.

131. A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

132. No dividend may be declared or paid unless it is in accordance with the shareholders' respective rights.

133. Unless the shareholders' resolution to declare or a board decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to pay it.

134. The board may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

DIVIDENDS AND OTHER DISTRIBUTIONS – PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

135. Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

135.1 a transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the directors may otherwise decide;

135.2 sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the share) or (in any other case) to an address either as the Distribution Recipient has specified in writing or as the directors may otherwise decide; or

135.3 any other means of payment as the directors agree with the Distribution Recipient either in writing or by such other means as the directors decide.

136. In the Articles, "the Distribution Recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

136.1 the holder of the share; or

136.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

136.3 if the holder is no longer entitled to the share by reason of death or Bankruptcy, or otherwise by operation of law, the transmittee, provided that the transmittee has given written notice of the transmission to the Company.

DIVIDENDS AND OTHER DISTRIBUTIONS – NO INTEREST ON DIVIDENDS

137. The Company may not pay interest on any dividend or other sum payable in respect of a share.

DIVIDENDS AND OTHER DISTRIBUTIONS – UNCLAIMED DISTRIBUTIONS

138. All dividends or other sums, which are payable in respect of shares and unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

139. The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

140. If six years have passed from the date on which a dividend or other sum became due for payment and the Distribution Recipient has not claimed it the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

DIVIDENDS AND DISTRIBUTIONS – WAIVER OF DISTRIBUTIONS

141. Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect but, if the share has more than one holder or more than one person is entitled to the share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

SERVICE OF NOTICES

142. The Company can send, deliver or serve any notice or other document, including a share certificate, to or on a shareholder:

142.1 personally;

142.2 by sending it through the postal system addressed to the shareholder at his or her registered address or by leaving it at that address addressed to the shareholder;

142.3 by sending or supplying it in electronic form to an address notified by the shareholder to the Company for that purpose;

142.4 by any other means authorised in writing by the shareholder.

143. In the case of joint holders of a share:

143.1 the service, sending or supply of any notice, document or other information on or to one of the joint holders shall for all purposes be deemed a sufficient service on, sending or supplying to all the joint holders; and

143.2 anything to be agreed or specified in relation to any notice, document or other information to be served on, sent or supplied to them may be agreed or specified by any one of the joint holders.

144. If on three consecutive occasions any notice, document or other information has been sent to any shareholder at his or her registered address or his or her address for the service of notices (by electronic means or otherwise) but has been returned undelivered, such shareholder shall not be entitled to receive notices, documents or other information from the Company until he or she shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of notices or has informed the Company of an address for the service of notices and the sending or supply of documents and other information in electronic form. For these purposes, any notice, document or other information served, sent or supplied by post shall be treated as returned undelivered if the notice, document or other information is served, sent or supplied back to the Company (or its agents) and a notice, document or other information served, sent or supplied in electronic form shall be treated as returned undelivered if the Company (or its agents) receives notification that the notice, document or other information was not delivered to the address to which it was served, sent or supplied.

145. The Company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all of the shareholders.

NOTICE ON PERSON ENTITLED BY TRANSMISSION

146. The Company may give notice to the person entitled to a share because of the death or Bankruptcy of a shareholder or otherwise by operation of law, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a shareholder, addressed to that person by name, or by the title of representative of the deceased or trustee of the Bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claimed to be so entitled or to which notices may be sent in electronic form. Until an address has been so

supplied, a notice may be given in any manner in which it might have been given if the death or Bankruptcy or operation of law had not occurred.

RECORD DATE FOR SERVICE

147. Any notice, document or other information may be served, sent or supplied by the Company by reference to the register as it stands at any time not more than 15 days before the date of service, sending or supplying. No change in the register after that time shall invalidate that service, sending or supply. Where any notice, document or other information is served on, sent or supplied to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service, sending or supplying of that notice, document or other information.

EVIDENCE OF SERVICE

148. Any notice, document or other information, addressed to a shareholder at his or her registered address in the United Kingdom shall, if served, sent or supplied by first or second class post, be deemed to have been served or delivered on the fifth day after the day when it was put in the post. Proof that an envelope containing the notice, document or other information was properly addressed and put into the post as a prepaid letter shall be conclusive evidence that the notice was given.

149. Any notice, document or other information, addressed to a shareholder at his or her registered address outside the United Kingdom shall, if served, sent or supplied by prepaid airmail, be deemed to have been served or delivered on the fifth day after it was put in the post. Proof that an envelope containing the notice, document or other information was properly addressed and put into the post as a prepaid letter shall be conclusive evidence that the notice was given.

150. Any notice, document or other information not served, sent or supplied by post but delivered or left at a registered address in the United Kingdom (other than an address for the purposes of communications by electronic means) shall be deemed to have been served or delivered on the day on which it was so delivered or left.

151. Any notice, document or other information, if served, sent or supplied by electronic means shall be deemed to have been received on the day on which the electronic communication

was sent by or on behalf of the Company notwithstanding that the Company subsequently sends a hard copy of such notice, document or other information by post.

152. Any notice, document or other information served, sent or supplied by the Company by any other means authorised in writing by the shareholder concerned shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

NOTICE WHEN POST NOT AVAILABLE

153. If at any time by reason of the suspension, interruption or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, the Company need only give notice of a general meeting to those shareholders whose registered address is a Flat or with whom the Company can communicate by electronic means and who have provided the Company with an address for this purpose. In any such case the Company shall send confirmatory copies of the notice by post to those shareholders whose registered address is not a Flat and to whom notice cannot be given by electronic means if, at least seven days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

ADMINISTRATIVE ARRANGEMENTS

154. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

155. Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

156. The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company.

157. The Company may appoint auditors in accordance with section 485 of the Act.